

## EXHIBIT 14

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**abuse@hetzner.com**

3/10/2025 3:55 AM

Re: [AbuseID:F46569:1E]: AbuseNormal: [a5a8249dd0ca1a03]: Cloudflare received a DMCA Copyright Infringement complaint regarding one of your customers.

To info@kennetheade.com

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Dear Sir or Madam,

As a host provider, we are obliged to first clarify the facts if an infringement is reported to us via one of our servers. We have done this by means of the abuse procedure by forwarding your complaint to our customer for a statement. Only if, after clarifying the facts of the case, an infringement proves to be obvious are we, as the host provider, entitled and obliged to take further measures to eliminate the infringement, such as blocking the website in question. However, unlike ordinary courts, it is not possible for us to take evidence when clarifying the facts of the case.

We therefore depend on the descriptions of the complainant and our customer to clarify the facts. In this case, our customer denies any copyright infringement. He denies that his website uses your client's source code at any point. We are currently unable to decide which source code is used on which of the services. You do not provide any relevant information on this either. In order to further clarify the alleged infringement, we ask you to provide the following evidence:

- proof that you are the attorney representing the complainant and alleged copyright holder
- proof of which source code was used for which purpose in the programming of our client's website
- proof that your client is the owner of the copyrights to this source code.

Otherwise, you are also welcome to submit a court decision establishing a copyright infringement. Once we have received this decision, we will decide again whether to block the website.

Important: Please leave [AbuseID:F46569:1E] unchanged in the subject line when replying directly to this report.

Kind regards

Abuse Team

Hetzner Online GmbH  
Industriestr. 25  
91710 Gunzenhausen / Germany  
Tel: +49 9831 505-0  
Fax: +49 9831 505-3  
[abuse@hetzner.com](mailto:abuse@hetzner.com)  
[www.hetzner.com](http://www.hetzner.com)

Register Court: Registergericht Ansbach, HRB 6089  
CEO: Martin Hetzner, Stephan Konvickova, Günther Müller

For the purposes of this communication, we may save some  
of your personal data. For information on our data privacy  
policy, please see: [www.hetzner.com/datenschutzhinweis](http://www.hetzner.com/datenschutzhinweis)

Subject: Re: [AbuseID:F46569:1E]: AbuseNormal: [a5a8249dd0ca1a03]: Cloudflare  
received a DMCA Copyright Infringement complaint regarding one of your  
customers.  
Mime-Version: 1.0  
Content-Type: multipart/mixed;  
boundary="-----\_Part\_69112\_1400317277.1740998985896"  
Content-Transfer-Encoding: 7bit  
Envelope-to: [abuse@hetzner.com](mailto:abuse@hetzner.com)  
Delivery-date: Mon, 03 Mar 2025 11:49:57 +0100  
DKIM-Signature: v=1; a=rsa-sha256; c=relaxed/relaxed; d=kennetheade.com;  
s=s1-ionos; t=1740998986; x=1741603786; i=[info@kennetheade.com](mailto:info@kennetheade.com);  
bh=4NTR4JbD/uDYhlimEhJYTsp2x84EkLGxFw3XqDdX10U=;  
h=X-UI-Sender-Class:Date:From:To:Message-ID:In-Reply-To:References:  
Subject:MIME-Version:Content-Type:cc:content-transfer-encoding:  
content-type:date:from:message-id:mime-version:reply-to:subject: to;  
b=l+7Oa+VQmxRWih47+tXKuvKmqz2xGNTkmkivjtjeTt31j8TBpxlqMCDHj5F+Q21L  
ianWMjDd2K2NdYgyFu4l32vpCDMK2/+ZbLJ6KXtAv07h3/nIA/ByBO+u5nSuiaFt4  
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Mzc6q5CAPfe6rXyLlw==  
X-UI-Sender-Class: 55c96926-9e95-11ee-ae09-1f7a4046a0f6  
X-Priority: 3  
Importance: Normal  
X-Mailer: Open-Xchange Mailer v8.33.58  
X-Originating-Client: open-xchange-appsuite  
X-Provags-ID: V03:K1:8sNlg9/WI3neRQFtVcuQUxyHPM6gReMcZP9xYMV0cjS0GHwUwkH  
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98giZps/r6u7trj/aXxgA==  
UI-OutboundReport: notjunk:1;M01:P0:GV+UiBvMD4A=;VoD0icF0E6mY3SRI6hkRKutadgq  
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PNZXJcw7JZ7PQ3ygsjVsw1+7rnY+aXGOPEaS5E9ttX8LbIFBNJ4yn5t/YX+xmO3fHmYlWgrLu  
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 Hy1EYlhv+9d+RzfuhYxVp5gQLvLPkXR1wag5kThEULnlAGKZJlp2yek/NnN6Wa3sxWy6VsPiN  
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 7GgUrNSRAdNStnQng9W+U1FtjrdTMgbc+XNDiwwFvCT1sb/wB51bdv/YFzGiNH42tGFcXn1+f  
 hvVC+zvX+dh3GWKXh2lz5iDh8mG3CLNpS+6m9nWjRapQOVa6lOLVlzzlqKWHH3/MtWYWA9kG3  
 JG53H22SI9PHQlfrd9Z7nxoUA==

X-DKIM-Status: pass [(kennetheade.com)] - 74.208.4.194]

X-DKIM-Status: pass [(info@kennetheade.com)] - 74.208.4.194]

X-Virus-Scanned: Clear

Delivered-To: [vmal-abuse@hetzner.com](mailto:vmal-abuse@hetzner.com)

-----\_Part\_69112\_1400317277.1740998985896

Mime-Version: 1.0

Content-Type: text/plain;

charset=UTF-8

Content-Transfer-Encoding: quoted-printable

Dear =E2=80=8B =E2=80=8B Hetzner Abuse Team,  
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We are not able to resolve this with the infringer and are not satisfied =  
 that you have satisfied your responsibilities under the EU Directive on I=  
 nterstate Commerce and Section 10 of the Telemedia Act. I have previousl=  
 y given you a copy of the contract my client has with th=E2=80=8BBe develo=  
 per of this app, and I attach it again. This contract makes my client th=  
 e owner of the content you are serving on the website railmonsters.com. =

This letter constitutes a formal notification of copyright infringement u=

nder the Digital Millennium Copyright Act (DMCA), 17 U.S.C. =C2=A7 512, o=  
n behalf of Vyacheslav Shirokov, the copyright holder of Rail.Ninja, and =  
the Rail Ninja apps ([https://apps.apple.com/us/app/rail-ninja-train-ticke=](https://apps.apple.com/us/app/rail-ninja-train-ticke=ts/id6450311501)  
[ts/id6450311501 and https://play.google.com/store/apps/details?id=3Dninja=](https://play.google.com/store/apps/details?id=3Dninja=.rail.firebird&hl=3Den_US)  
[.rail.firebird&hl=3Den\\_US](https://play.google.com/store/apps/details?id=3Dninja=.rail.firebird&hl=3Den_US))

### 1. Identification of the Copyrighted Work

The copyrighted work being infringed is the original content of Rail.Ninj=  
a, including but not limited to:

- \* Textual content (descriptions, articles, guides, etc.) related to=  
train travel, routes, and destinations.
- \* Photographs and images depicting train interiors, exteriors, and =  
related subjects.
- \* Graphical elements and the overall design of the Rail.Ninja websi=  
te.
- \* Source Code of the function of the Rail.Ninja website.

### 2. Identification of the Infringing Material

The infringing material is located on the website Railmonsters.com, which=  
is hosted by your company, Hetzner. Specifically, the following URLs co=  
ntain infringing content that is substantially similar or identical to th=  
e copyrighted work of Rail.Ninja:

- \* <https://railmonsters.com>
- \* <https://railmonsters.com/search>
- \*. <https://railmonsters.com/#mobile-app>
- \*. <https://railmonsters.com/trains>
- \*. <https://railmonsters.com/help/country-specific-train-guides>

The infringing content includes, but is not limited to: the search fu=  
nction is a direct copy of Rail.Ninja's; the mobile apps of Railmonsters=  
being advertised with direct links to the US based Apple and Google stor=  
es are based on the same source code of Rail.Ninja and created by the sam=  
e developer.

### 3. Copyright Holder Information

- \* Copyright Holder: Vyacheslav Shirokov
- \* Website: Rail.Ninja

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4. I have a good faith belief that the use of the copyrighted material described above on the infringing website Railmonsters.com is not authorized by the copyright owner, Vyacheslav Shirokov, its agent, or the law.

5. I hereby state, under penalty of perjury, that the information in this notification is accurate and that I am authorized to act on behalf of the copyright owner, Vyacheslav Shirokov, with respect to the copyrights infringed.

6. I request that you, Hetzner, take immediate action to remove or disable access to the infringing material located on Railmonster.com, as specified in Section 2 above. I also request that you inform the operator of Railmonsters.com of this notice and its obligations under the DMCA and German copyright law.

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I am preparing a US copyright infringement lawsuit against Railmonsters and others. It is clear that they are infringing upon my client's rights by offering this app through your store and you have clear notice of this. Under the DMCA, in order to have your safe harbor under 17 USC section 512, you must remove this content immediately. If Railmonsters wishes to contest the infringement, it may file a counter notice with you to restore the content, with which we will respond immediately with the copyright infringement suit. This is the easiest way out of this for Google. I suggest you take it.

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Please govern yourselves accordingly,

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Kenneth Eade  
Attorney and Authorized Agent for Rights Holder

On 02/26/2025 6:35 AM EST Eade Kenneth wrote:

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Dear Abuse Team,

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I am sure that you are aware of your obligations under the EU Directive=

on Electronic Commerce (ECD) and under the German Telemedia Act. These =  
laws make it mandatory for you to take down the website, Railmonsters.com=  
, after having been informed they are using unlawfully obtained source co=  
de copyrighted by my client, the rights owner, Vyacheslav Shirokov. =

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In particular, you will lose the safe harbor provided by Section 10 of =  
the Telemedia Act if you do not immediately remove the content:

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"Service providers are not liable for third-party information which the=  
y store on behalf of a user, provided that

1. they have no knowledge of the unlawful act or the information and, i=  
n the event of a claim for damages, are not aware of any facts or circums=  
tances from which the unlawful act or the information becomes apparent, o=  
r

2. they took immediate action to remove the information or block access=  
to it as soon as they gained knowledge of it."

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| Article 14 of the ECD provides the same penalty for failing to remove c=

ontent:

| =

| " Article 14

| Hosting

| 1. Where an information society service is provided that consists of th=

e storage of information provided by a recipient of the service, Member S=  
tates shall ensure that the service provider is not liable for the inform=  
ation stored at the request of a recipient of the service, on condition t=  
hat:

| (a) the provider does not have actual knowledge of illegal activity or =

information and, as regards claims for damages, is not aware of facts or =  
circumstances from which the illegal activity or information is apparent;=  
or

| (b) the provider, upon obtaining such knowledge or awareness, acts expe=

ditiously to remove or to disable access to the information.

| 2. Paragraph 1 shall not apply when the recipient of the service is act=

ing under the authority or the control of the provider.

| 3. This Article shall not affect the possibility for a court or adminis=

trative authority, in accordance with Member States' legal systems, of re=  
quiring the service provider to terminate or prevent an infringement, nor=  
does it affect the possibility for Member States of establishing procedu=  
res governing the removal or disabling of access to information."



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| Railmonsters.com is using source code developed as a work for hire for=

the rights owner, who owns the app, Rail Ninja (<https://apps.apple.com/us/app/rail-ninja-train-tickets/id6450311501>) and uses the code on its web= site, <http://rail.ninja>. The rights owner has applied for expedited regis= tration of the copyright with the US Copyright Office on February 24, 202= 5 (No. 1-14803784171.). I have attached the development contract, which = is between the rights owner and the same developer of the Railmonster sit= e and apps, which were made with the same source code. =

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| The Railmonster apps and website uses the same source code which the de=

veloper developed and sold to the rights holder as a work for hire. The = contract between the developer (who is also the developer of the Railmons= ter site and apps) grants the rights holder all IP rights to the app as w= ell as any derivative applications or improvements. These sections of th= e contract specifically designate the rights holder as the owner of all I= P associated with the app, any improvements, and any derivative works: =

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| "5. Copyright And Allied Rights

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| 5.1. The Executor undertakes to delegate the Principal  
the copyright and associated copyright rights for  
the design and code in full, including the  
exclusive rights of the use on the following terms:

5.1.1. The exclusive rights shall be delegated to the Principal for the entire period of duration with the right of exploitation worldwide.

5.1.2. The Principal is entitled to transfer the received exclusive rights to a third party.

5.1.3. The Executor guarantees:

- the validity of the exclusive rights;
- the lack of violation of third party=E2=80=99s rights when developing the design;
- the lack of third party=E2=80=99s right to impede the use, as well as to limit the Principal=E2=80=99s rights to own, use or dispose the design any other way.

5.1.4. The Executor provides for the Principal the possibility to use the design and code without any indication of the authors and executors=E2=80=99 names.

5.1.5. The Principal has the right to use the design and code under the brand name and (or) trademark of the Principal or a third party.

5.1.6. The Principal has the right to create new, creatively independent works on the basis of the design and code.

5.1.7. The Principal has the right to separate some parts from the design and use them in other kinds of publicity, which includes removal, change of location of separate elements, addition of new elements, change of colour, etc.

5.1.8. There is no limitation as to the maximum number of copies of the design and code.

5.1.9. The Parties define the remuneration for the delegation of the exclusive rights in the amount, specified in subclauses 5.1.1. =E2=80=93 5.1.10., in the form of the sum, fixed in this Contract, which shall be included into the cost of services (Clause 3.1. of the Contract).

5.1.10. The delegation of the exclusive rights from the Executor to the Principal shall be made at the moment the Parties sign the Deed of Works Acceptance.

5.2. All video and audio materials as well as other creative works, which can form a part of the copyright or allied rights, and which were made by the Executor during the work performance, but

did not entered into the final version of the design, as well as the exclusive rights to use them in the amount, specified in subclauses 5.1.1. =E2=80=93 5.1.10. of the Contract, shall be passed to the Principal simultaneously with the results of the work and exclusive rights.

If there are such materials and creative works, no additional remuneration for their transfer and for delegation of the exclusive rights is charged.

5.3. If the Principal has a need to change the design (produce additional versions) with the use of such materials and creative works, the Principal has the right to order such services from any executor at its own choice without any notice to the Executor.

5.4. For the avoidance of any doubt, the Executor hereby assigns to Principal after finish all works all existing and future Intellectual Property Rights (including, without limitation, patents, copyright and related rights) and inventions arising from the App, Design and Code. The Executor agrees to promptly execute all documents and do all acts as may, in the sole opinion of Principal, be necessary to give effect to this clause. The Executor hereby irrevocably waives all moral rights and/or other rights and/or Intellectual Property Rights that may arise in relation to any intellectual property rights which the Executor has or will have in any existing or future works resulting out of the App, Design and Code and hereby acknowledges that such rights belong to the Principal. In the event that any rights including any Intellectual Property Rights do not automatically belong to the Principal, and without prejudice to any other right incorporated herein, the Executor irrevocably appoints the Principal to be his attorney in his name and on his behalf to execute documents, use the Executor=E2=80=93s name and do all things which are necessary or desirable for the Principal to obtain for itself or its nominee the full benefit of any such rights."

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These contractual provisions make it crystal clear that my client owns =

the source code, as well as any amendments or improvements that have been=  
made to it. You have the duty under the laws cited to remove the site f=  
rom hosting, and, if you do not, you will be named as a defendant in the =  
copyright infringement suit we intend to bring and may not claim any limi=  
tation on liability under the ECD or Telemedia Act safe harbors. =

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Please govern yourselves accordingly,

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Kenneth Eade  
Attorney at Law

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